

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE

OF PAGES

1

4

2. AMENDMENT/MODIFICATION NO.

A001

3. EFFECTIVE DATE

same as block 16c

4. REQUISITION/PURCHASE REQ. NO.

386-0542-3-05083

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

Regional Office of Acquisition and Assistance
USAID/India
Shanti Path, Chanakya Puri
New Delhi-110021, India
Fax: 91-11-24198390

7. ADMINISTERED BY (If other than Item 6)

Same as block 6

CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

To all Offerors/Bidders

(X)

9A. AMENDMENT OF SOLICITATION NO.

386-06-004

X

9B. DATED (SEE ITEM 11)

12-09-2005

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to provide Answers to various Questions on Subject RFP and bring more clarity to the requirement. Q&A is attached herewith.

All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Marcus A. Johnson, Jr.
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

20 DEC 2005

DRUM Training Project Secretariat Solicitation (RFP 386-06-004)

Selected Questions and USAID responses thereto.

Q.1 Under Solicitation (Standard form SF – 33)

i). Serial 15 A Name and address of offeror

- What is Code?

- What is Facility?

A. Please fill in your name and address in the prescribed columns and leave the code and facility as blank. Code relates to the registration number after a vendor/offeror has registered with Federal Govt. and the Facility is the “Type of Service” provided by the offeror.

Q.2 Period from 1/2/2006 – 30/09/2008

Comes to 32 months not 31 months, kindly clarify

A. Your understanding is correct. The contract will end on September 30, 2008.

Q.3 Section B – Supplies or services and price / costs

- Understood that item (b): Material (Supplies) will be “Not Applicable”, please clarify.

A. USAID is negotiating with PFC for providing Office supplies, however in the present scenario the Offerors may propose anticipated needs of “Materials/Office Supplies” along with cost for each item required to successfully perform the tasks as per Statement of Work. USAID does not anticipate a specific need but are availing offerors of the opportunity.

Q.4 As also understood, separate emails will need to be forwarded, one marked “Technical proposal” and the other “Cost proposal” and if sending by sealed cover, to be submitted separately at address indicated.

A. Your understanding is correct.

Q.5 Clause F.7 - Understood that it is applicable to successful contractor and not applicable at this solicitation stage, please clarify.

A. Obviously. Your understanding is correct.

Q.6 Please clarify, if service tax is reimbursable by USAID.

A. The Service Tax is reimbursable only to the registered Consultants provided “Original” tax paid receipts are handed over to USAID/USG for taking reimbursements from the Indian Government authorities. The Service Tax, if applicable, is to be proposed as a separate cost element in your offer.

Q.7 Since contract is only for services, all other requirements for enabling and executing contract will be met by PFC where the DRUM Project Secretariat will be located.

A. Your understanding is not correct. This is a Time & materials contract where the successful contractor shall provide necessary services and materials in order to achieve the stated objectives as per the SOW. USAID does not guarantee any support anticipated from PFC besides the office premises and utility support being provided by PFC. Any ticketing etc required for approved domestic travel in performance of tasks/work as per SOW shall be managed and reimbursed accordingly by PFC.

Q.8 Attachment 3 - Disclosure of Lobbying activities, please clarify what to indicate on :

point 7 - CFDA number 98.001

point 8 - Federal Action number Blank

point 9 - Award amount Blank

point 10a - Name and address of lobbying entity

point 10b - Individual performing services.

A. Fill in as per Instructions provided in attachment entitled “Instructions for completion of SF-LLL”.

Q.9 Section K - Representation, Certification & other statements of offerors

(i). Item K.2 52.204-8 - if no amendment to ‘cross’ or write ‘NA’, please clarify.

A. The Offeror is required to to “CROSS” at point (ii) stating “Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in this section.”

(ii). Item K.3 - not understood for individual contract, please clarify.

Offeror’s are expected to fill in as required.

(iii). This section will form part of Technical proposal or Cost proposal, please clarify.

This section K becomes the part of Cost Proposal.

Q.10 Section M – Any endorsement on page M-4 which is left blank, please clarify.

A. This page is inadvertently left blank. Please ignore.

Q.11 Technical proposal – understanding of the work responsibilities – please clarify any detrimental role of the present Institutional contractor since not indicated in the RFP.

A. Not anticipated, none to clarify.

Q.12 All contractors in DRUM Project Secretariat are individually and jointly responsible, hope it will be ensured that line of control will converge at Project Manager for unified approach and direction of all constituents – this would need to be clarified in roles of other consultants/ contractors.

A. This is work plan issue and will be dealt accordingly later after the award of contracts.

Q.13 This solicitation /RFP has sought proposals for individual persons which are for services not including any material or supplies. The following clauses/submissions are requested to be clarified if applicable in that context as seemingly are related to organisations :

1.Section K: Clause K2.204-8

IF The clause 52.204-7 is included in the solicitation, this paragraph (b) applies, which needs registration for 'Central Contractor Registration' to comply to the provisions listed.

A. Only the selected contractor will be required and assisted in getting himself/herself registered at the CCR and comply with regulations.

Q.14 CCR registration requires pre-registration for MPIN, DUNS number from D&B and for non US registrants the NCAGE code (incidentally there is no office in india indicated).

A. Same as above.

Q.15 Please indicate if I am required to register and comply to the stated requirements.

A. Only the selected contractor will be required and assisted in getting himself/herself registered at the CCR and comply with regulations.

Q.16 Clause K5 on Veterans employment-is not applicable since I am applying as an individual but am I required to file report as indicated.

A. NOT APPLICABLE TO NON-US ENTITIES.

Q.17 Section L3 52.252.1

We are advised to identify the provisions and provide appropriate information with the offer. The referred site <http://www.arnet.gov/far/> is not accesible. Thus i am not able to take stock of the requirement and comply.

A. Please click <http://205.130.237.11/far/> it is accessible to all and sundry.

Q.18 With regard to above provisions if confirmed by you that these are applicable to individuals (in subject RFP), as the process involves long registration procedure, can the link compliances follow later, as it would be difficult by 22nd Dec. However, the commitment will be given for fullfilling the respective requirements before award of contract(if succesfull).

A. The issue has already been addressed above.

Q.19 All these obligations for registration as a contractor in which there are varied requirements indicated, maybe the registraion fee and requirement of some periodic returns or maybe even taxes to be payed. The confirmation on this is essential so that such expenses and efforts get suitably loaded in the proposal.

A. NO Registration Fee whatsoever, is applicable nor any USG Tax is anticipated from Non-US citizens/entities performing work outside the US and its territories. No expenses as such are to be loaded in the cost proposal.

Q.20 Lastly in the forwarding letter in the last page under Cost proposal , please clarify on " addresses related issues such as responsibility ".

A. Responsibility means that USAID must formally determine that the offeror is able and eligible to perform the proposed contract. For example we will verify citizenship and that an individual is lawfully able to work in India.

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